

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "**Agreement**") is made this ____ day of _____, 2009, by and between **INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY**, a public body corporate and politic of the State of Indiana ("**IHCDA**"), and [**FSA**], an Indiana _____ (the "**FSA**").

RECITALS:

WHEREAS, IHCDA, the FSA and [**Company**], an Indiana limited _____ (the "**Company**") have entered into that certain Asset Management Agreement dated as of the date hereof (the "**Asset Management Agreement**").

WHEREAS, pursuant to Section 5 of the Agreement, the Company has deposited on IHCDA's behalf certain funds into an escrow account with the FSA to be disbursed in accordance with the terms and conditions as specified in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and in the Asset Management Agreement, IHCDA and the FSA hereby agree as follows.

1. **Defined Terms.** Capitalized terms used herein and not otherwise defined shall have the meanings respectively ascribed to them in the Asset Management Agreement.

2. **Escrow Deposit.** The FSA acknowledges receipt for the benefit of IHCDA the sum of _____ Dollars (\$_____) (the "**Escrow Deposit**") to be held by the FSA in a segregated deposit account ("**Escrow Account**") that has been established with [**Insert bank**] under Account Number [**Insert Account Number**]. The Escrow Deposit shall not be co-mingled with any other funds of the FSA and only the Escrow Deposit shall be held in the Escrow Account.

3. **Interest and Fees.** Interest earned on the Escrow Deposit shall belong to the FSA and shall be disbursed to FSA contemporaneous with the other disbursements of the Escrow Deposit. The FSA acknowledges and agrees that it is not be paid any fee for its services under this Agreement, and the FSA shall pay any and all fees incident to this Agreement, including, without limitation, any bank or account fees.

4. **Statements and Reports.** On January 1 and July 1 of each year and such other occasions as may be requested by IHCDA, the FSA shall deliver statements to IHCDA showing the balance of the Escrow Account and accounting for any disbursements.

5. **Disbursements.** Provided that the FSA complies with each of the following conditions, the FSA shall be permitted to disburse funds from the Deposit Account to pay the annual Asset Management Fee to the FSA (each of any such disbursements being referred to herein as a "**Fee Disbursement**"):

- (a) No less than thirty (30) days prior to any Fee Disbursement, the FSA shall provide IHCDA with written notice of such contemplated Disbursement, which notice shall include a certification by the FSA that it is compliance with all of its

obligations under the Asset Management Agreement, show the amount of the requested Fee Disbursement, and shall show the balance of the Escrow Account before and after the Fee Disbursement.

- (b) If IHCD A does not object to any applicable Fee Disbursement within thirty (30) days of receipt of the notice provided for above, the FSA shall be permitted to make the Fee Disbursement.

6. Termination. The FSA acknowledges that this Agreement may be terminated at any time and effective immediately upon written notice by IHCD A to the FSA. Further, in the event of any termination of the Asset Management Agreement, this Agreement shall be deemed automatically terminated. Upon any termination of this Agreement, the FSA shall immediately cause any funds being held hereunder to be immediately disbursed to IHCD A by certified check payable to IHCD A or otherwise in accordance with such instructions as may be provided by IHCD A.

7. Waiver of Offset. The FSA specifically and irrevocably waives any and all rights FSA now has or may in the future have to offset any amounts due from IHCD A to the FSA against the Escrow Deposit to satisfy any claims the FSA may have against IHCD A.

8. Notices. Notice shall be deemed to have been given under this Agreement whenever any notice, statement, or other communication shall be delivered in person, or sent via overnight delivery service maintaining records of receipt to the address below, unless otherwise requested in writing:

If to the FSA:

[Contract Name]
[Street Address]
[City, State Zip]

If to IHCD A:

Indiana Housing and Community Development
Authority
30 South Meridian Street, Suite 1000
Indianapolis, Indiana 46204
Attention: Controller

With copy to:

Indiana Housing and Community Development
Authority
30 South Meridian Street, Suite 1000
Indianapolis, Indiana 46204
Attention: General Counsel

A party's address for notice may be changed from time-to-time only by written notice given to each of the other parties in accordance with this Section.

Notices shall be deemed properly delivered and received when and if either (i) personally delivered; or (ii) one (1) business day after deposit with Federal Express or other overnight

courier; or (iii) the same day when sent by confirmed facsimile before 5:00 p.m. (Eastern Time). Notices may be delivered on behalf of the parties by their respective attorneys.

9. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Indiana.

10. Headings. The headings used herein are for convenience only and are not to be used in interpreting this Agreement.

11. Amendments. This Agreement is irrevocable and may only be amended by a written amendment executed by all the parties hereto.

12. Assignment. This Agreement may not be assigned by any of the parties hereto without the written consent of IHCDA and the FSA. Should an assignment be permitted hereunder, this Agreement shall inure to the benefit of and bind the successors and assigns of the parties hereto.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

IHCDA:

**INDIANA HOUSING AND COMMUNITY
DEVELOPMENT AUTHORITY,**
a public body corporate and politic of the State of
Indiana:

By: _____
Printed: _____
Title: _____

AGREED AND ACCEPTED:

FSA:

By: _____
Name: _____
Title: _____

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